

AMENDMENT NUMBER 2
Contract DIR-SDD-190
between
INTERNATIONAL BUSINESS MACHINES CORPORATION
and
the STATE OF TEXAS, acting by and through
the DEPARTMENT OF INFORMATION RESOURCES

This Amendment is hereby affixed to and shall become a part of Contract DIR-SDD-190 ("Contract") between INTERNATIONAL BUSINESS MACHINES CORPORATION. ("Vendor") and the STATE OF TEXAS, acting by and through the Department of Information Resources ("DIR"). The Contract is hereby modified as follows:

1. International Business Machines Corporation (IBM) the Assignor, hereby assigns to Lenovo International (Lenovo), the Assignee, all its rights, title, and interest to the IBM PC products and services awarded in Contract DIR-SDD-190 effective December 31, 2004. The unassigned portions of Contract DIR-SDD-190, remain in full force and effect. This assignment is effective as of May 1, 2005.

Lenovo, the Assignee, hereby accepts the foregoing partial assignment of Contract DIR-SDD-190, and agrees to perform all duties and obligations to be performed by Assignor under the above-mentioned Contract to the same extent as if it had been an original party thereto.

2. Lenovo, the Assignee, hereby represents it is a Catalog Information Systems Vendor approved by Texas Building and Procurement Commission (TBPC) and that the IBM PC products and services being assigned hereto are listed within their products catalog on file with TBPC. Lenovo also represents that it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledges the Contract may be terminated and payment withheld if this certification is inaccurate.
3. Based on the representations of Lenovo, DIR hereby consents to the assignment of the IBM PC products and services. After execution of this Amendment, DIR and Lenovo will enter into a separate Contract containing terms and conditions to govern the sale of IBM PC products and related services to DIR's Customers.
4. Appendix C, Product and Pricing Schedule, to Contract DIR-SDD-190, attached hereto, is hereby revised to reflect the aforementioned change.

In the event of any conflict between the Contract and this Amendment Number 2, the order of precedence for governance is this Amendment Number 2, Amendment Number 1 and the

Contract. All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect.

**INTERNATIONAL BUSINESS MACHINE
CORPORATION**

ASSIGNEE: Lenovo International

Authorized By: Signature on File

Authorized By: Signature on File

Name: Ronald E. Wilt

Name: Cynthia C. Cochran

Title: Client Unit Executive

Title: Sales Manager

Date: May 3, 2005

Date: May 2, 2005

**ASSIGNMENT CONSENTED TO BY:
THE STATE OF TEXAS acting by and through
THE DEPARTMENT OF INFORMATION RESOURCES**

Authorized By: Signature on File

Name: Larry Zeplin

**Title: Assistant Director
Service Delivery Division**

Date: May 23, 2005

Legal: Signature on File, 5/23/05

APPENDIX C
PRODUCT AND PRICING SCHEDULE

IBM Products

IBM Accessories and Options	15% off MSRP
IBM Servers	5-23% off MSRP